

Contract no. 1636

A G R E E M E N T

b e t w e e n

**T h e B o a r d o f E d u c a t i o n
o f**

T h e T o w n s h i p o f E w i n g

a n d

**T h e E w i n g T o w n s h i p
E d u c a t i o n A s s o c i a t i o n**

July 1, 1988 - June 30, 1991

**LIBRARY
INSTITUTE OF MANAGEMENT
SCIENCE**

OCT 7 1988

RUTGERS UNIVERSITY

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The Ewing Township Board of Education is an equal opportunity/affirmative action employer.

This Agreement entered into on this 8th day of September, 1988 by and between the Board of Education of the Township of Ewing in the County of Mercer, hereinafter referred to as the "Board," and the Ewing Township Education Association, hereinafter referred to as the "Association," in pursuance of the provisions of Chapter 123 of the laws of 1974 of the State of New Jersey, do hereby agree as follows:

Article I

RECOGNITION

- A. The Board recognizes the Association as the exclusive bargaining representative as defined in Chapter 123 aforesaid Laws of 1974 for all full-time and part-time teaching personnel, under contract, including:

Classroom Teachers	Nurses
Consultants	Speech Correctionists
Guidance Counselors	Social Workers
Learning Disability Specialists	Full-Time Supplemental Instructors
Work Coordinators	Nurse Coordinator
Librarians	
Basic Skills Improvement Program Teachers	
Supplemental Teachers	

but excluding supervisory and executive personnel; office, clerical, maintenance and operating employees; also excluded are:

Attendance Officer	Helping Teachers
Directors	Psychiatrists
(Departmental)	Psychologists
Home Instruction Teachers	Summer School Teachers
Pediatric Consultants	Principals
Supervisory Coordinators	substitutes
Evening School Personnel	Vice Principals

The Board agrees not to negotiate with any organization other than that designated as the exclusive representative pursuant to such Chapter 123 Laws of 1974 of New Jersey Statutes Annotated, for the duration of this Agreement.

B. Definitions

1. Unless otherwise indicated, the term "teachers," when used hereinafter in this Agreement; shall refer to all professional employees represented by the Association in the negotiating unit as above defined, except Part-Time Basic Skills Improvement Teachers and Part-Time Supplemental Teachers, and references to male teachers shall include female teachers.
2. As used hereinafter, the term "Part-Time Supplemental Teacher" shall refer to all Part-Time Basic Skills Improvement Program Teachers and all Part-Time Supplemental Teachers represented by the Association in the above defined bargaining unit.
3. As used hereinafter, the term "professional employee" shall refer to all "Teachers" and all "Part-Time Supplemental Teachers" as defined hereinabove.

Article II

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations in accordance with Chapter 123, Laws of 1974 of New Jersey Statutes Annotated, in a good-faith effort to reach agreement. Any agreement so negotiated shall apply to all professional employees, be reduced to writing, be signed by the Board and the Association.
- B. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
- C. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- D. The parties agree that an agenda for subsequent negotiations shall be first established and that the negotiation of neither monetary nor nonmonetary items shall be delayed unilaterally by either party.

Article III

GRIEVANCE PROCEDURE

A. DEFINITION

1. A grievance is defined as a complaint by a professional employee, or group of professional employees, that there has been to him/her or them, a personal loss, injury, or inconvenience because of a violation, misinterpretation or inequitable application of any of the provisions of this Agreement. Grievances involving administrative decisions and Board policy are grievable to the Board level only.
2. Nothing herein contained shall be construed as limiting the right of any employee who feels unjustly treated having grievances to discuss the matter informally with any appropriate member of the Administration, and having the grievance adjusted or resolved without the intervention of the Association, provided the settlement is not inconsistent with the terms of this Agreement.
3. Nothing herein contained shall be construed as limiting the right of any employee to the provisions of Chapter 123 of the Laws of 1974 of the State of New Jersey.

B. PROCEDURE

1. A grievance should be presented for consideration as promptly as possible, and in no event later than ten (10) school days after the professional employee has become aware of the alleged occurrence. If not filed in writing within this period, then the grievance shall be considered as waived.
2. The last decision given on any grievance in any of the first three steps shall be considered a satisfactory adjustment unless, within seven (7) school days after the decision has been given, the procedure is carried forward to the next step by the aggrieved.
3. In the event the grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the next school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year.

4. The procedure shall be as follows unless any step or steps thereof are waived, combined, or extended by mutual consent so stated in writing:
- a. Step One -- A professional employee with a grievance shall first discuss it with his/her immediate superior or principal, either directly or through the Association's designated representative, with the objective of resolving the matter in the most expeditious manner. In the event this discussion is not satisfactory to the grievant, he/she shall then formally present his/her grievance within seven (7) school days in writing to his/her immediate supervisor or principal and shall receive an answer in writing within seven (7) school days after presentation.
 - b. Step Two -- If the grievance is not settled at the first step, the Association may make a written request to the Superintendent of Schools or his/her designee for a second step meeting within seven (7) school days after the answer at the first step. The Superintendent or his/her designee shall set a meeting within seven (7) school days after the request, or for such other time as is mutually agreeable. Said meeting shall be between not more than three (3) representatives of the Association and the Superintendent or his/her designee and his/her assistant, not to exceed three. The Superintendent's written answer shall be delivered to the Association within seven (7) school days after the meeting.
 - c. Step Three - If the grievance is not settled at the second step, the Association may make written request to the President of the Board of Education for a third step meeting within seven (7) school days after the answer at the second step. The President of the Board of Education shall set a meeting within seven (7) school days after the receipt of the request, or for such other time as is mutually agreeable. Said third step meeting shall be between three (3) representatives of the Association and the President of the Board of Education or his/her designee totaling three. The Board's written answer shall be delivered to the Association within seven (7) school days.

d. Step Four -- If the grievance is not settled at the third step, the Association may request that the matter be referred to binding arbitration, if this request is made within ten (10) calendar days after the reply was given at the third step in writing. If an extension of time is requested by either party, such extension shall not exceed thirty (30) days. However, the following are not subject to arbitration:

- (1) Any matter for which a method of review is prescribed by law;
- (2) Any rule or regulation of the Commissioner of Education;
- (3) Any matter which according to law is beyond the scope of Board authority or limited to unilateral action of the Board alone;
- (4) A complaint of a professional employee which arises by his/her reason of not being reemployed;
- (5) A complaint by any certificated professional employee occasioned by appointment to or lack of appointment to, retention in, or lack of retention in, any position for which tenure is either not possible or not required.

A request for arbitration shall be submitted either individually or jointly to the Public Employment Relations Commission and the arbitration conducted pursuant to Chapter 12, Sub Chapter 3, of the Rules and Regulations of the Public Employment Commission effective December 13, 1974.

The arbitrator shall limit himself/herself to the Articles of this Agreement and his/her decision shall be binding. The parties shall meet within ten (10) calendar days to review the Arbitrator's decision. The cost of arbitration shall be divided equally between the parties.

The individual professional employee is assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his/her appeal. All professional employees, including the grievant, shall be required to continue under the direction of the Superintendent and administrator regardless of the pendency of any grievance until such grievance is properly determined.

Article IV

ASSOCIATION RIGHTS AND PRIVILEGES

A. INFORMATION

For the purposes of negotiations and the processing of grievances, the Board shall open for the inspection of the Association those records deemed to be public as set forth in the "Right to Know Law" of the State, with those exceptions which have been designated for the protection of the public interest and the personal and private rights of the individual.

B. USE OF SCHOOL BUILDINGS

The Association shall have the right to apply for use of school buildings for meetings of their membership. Application for such permission shall follow existing Board policy.

C. ASSOCIATION NOTICES

The posting of official Association notices in each faculty lounge shall be permitted and definite space shall be allotted for this purpose.

D. USE OF SCHOOL EQUIPMENT

The Association shall have the privilege of using school equipment with the permission of the principal at the close of the regular school day when it is not being used for school purposes. Such use shall occur under the supervision of those who are responsible for said equipment. The Association agrees that only experienced operators will use the equipment and that the Association will pay the cost of all materials and supplies incident to such use and for any repairs necessitated as a result thereof. It is further understood that the use of school equipment shall be limited to that which is necessary for the preparation or reproduction of official Association communications or notices.

E. MAIL DELIVERY SERVICE AND MAIL BOXES

The Association shall have the right to use the interschool mail delivery service and school mail boxes for official Association notices.

F. ASSOCIATION MEETING

At the conclusion of a general or special faculty meeting, the presiding administrator shall announce, if so requested by the Senior Association Representative, that an Association meeting shall commence thereafter.

G. REPRESENTATION FEE

1. The Association shall, on or before September 30, deliver to the Board a written statement containing the following:
 - a. A statement that the Association has determined the amount of representation fee in accordance with the formulated requirements of N.J.S.A. 34:13A-5.4
 - b. A statement that the Association has established a "demand and return system" in accordance with the requirements of N.J.S.A. 34:13A-5.4.
 - c. A statement establishing the amount of yearly representation fees to be deducted from the salaries of each nonmember. Such representation fee shall not exceed eighty-five percent (85%) of the regular membership dues, fees, and assessments.
 - d. A list of all professional employees who have failed to arrange for and become members of the Association and a request that the representation fee of such non-members be deducted in accordance with the Agreement.
2. Beginning with the first full pay period in November, the Board will commence deductions from salaries of such professional employees in accordance with paragraph three (3) below, of the full amount of the representation fee and will promptly transmit the amount so deducted to the Association.
3. Payroll Deduction Schedule

The Board will deduct the representation fee, in equal installments, as nearly as possible, from the paychecks paid to each professional employee on the aforesaid list, during the remainder of the membership year in question. The deductions will begin with the first paychecks:

- a. In November; or
 - b. Thirty (30) days after the professional employee begins his/her employment in a bargaining unit position, unless the professional employee previously served in a bargaining unit position or was on layoff, in which event, the deductions will begin with the first paycheck paid ten (10) days after the resumption of the professional employee's employment in a bargaining unit position, whichever is later. The mechanics for deduction of representation fees and the transmittance of such fees due to the Association, as nearly as possible, shall be the same as those used for the deduction of regular membership to the Association.
4. On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association, a list of all professional employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles, and dates of employment for all such employees.
 5. The Association hereby agrees to indemnify, defend, and save harmless the Board from any claim, suit, or action of any nature whatsoever which may be brought at law or in equity, or before any administrative agency with regard to or arising from the deduction from the salaries of any employee of any sum of money as a representation fee under the provisions of this Agreement.

Article V

BOARD RIGHTS

The Board, subject to the terms herein, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws, including Chapter 123, Laws of 1974, the Constitution of the State of New Jersey and of the United States, and all decisional law and rules and regulations of the State Department of Education and Commissioner of Education of the State of New Jersey.

Article VI

TEACHER EMPLOYMENT

- A. Credit will be recognized for a maximum of four (4) years military experience or a maximum of four (4) years alternative civilian service required by the Selective Service System. Credit, not to exceed two (2) years will be recognized for Peace Corps, VISTA or National Teacher Training Corps work. No credit will be given for less than a full year of service.
- B. Professional employees with previous teaching experience in the Ewing Township School District shall upon returning to the system receive full credit for such experience in the district plus full credit on the salary schedule for all outside teaching experience, military experience or alternative civilian service required by the Selective Service System. Peace Corps, VISTA or National Teacher Training Corps work up to the maximum set forth in Section A above.
- C. Professional employees shall be notified of their contract and salary status for the ensuing year on or before April 30.
- D. Whenever possible, the Board agrees to employ only those professional employees who meet the qualifications set by the State.

Article VII

TEACHER HOURS

- A. As professionals, teachers shall devote to their assignments the time necessary to meet their responsibilities.
- B. All teachers shall have a duty-free lunch period as prescribed by State mandate.
- C. Teachers may leave the building during their lunch period and at other times during the regular inschool workday if permission is granted by the principal or his/her designated representative, which permission shall not be unreasonably withheld, and the teacher signs out and signs in again.
- D. Professional employees shall indicate their presence for duty by placing their initials in the appropriate column of the faculty list on or before the time indicated for arrival, and again on or after the time indicated for sign-out at the end of the indicated school day.

- E. It is recognized by both parties that emergencies or unusual circumstances may arise which will necessitate a change in the regular inschool workday.
- F. Teachers may be required to remain after the end of the regular inschool workday, without additional compensation, for the purpose of attending not more than four (4) general faculty, departmental, or grade level meetings per month.
 - 1. Such meetings shall begin promptly following student dismissal and shall run for no more than one (1) hour.
 - 2. So far as practicable, such meetings shall not be called on Fridays, on a day preceding a school holiday, or on any day upon which teacher attendance is not required.
 - 3. The notice and tentative agenda for any meeting shall be given to the teachers involved at least one (1) day prior to the meeting, whenever practicable.
 - 4. Teachers shall have the opportunity to suggest items for the agenda.
- G. The teacher's day shall be as follows:
 - 1. Elementary Schools shall be seven (7) hours;
 - 2. Junior High School shall be seven (7) hours fifteen (15) minutes;
 - 3. High School shall be seven (7) hours and nine (9) minutes.
- H. Teachers shall, in addition to their lunch period, have conference time during which they shall not be assigned any other duties as follows:
 - 1. Conference time for kindergarten teachers shall be 330 minutes per week;
 - 2. Conference time for grades 1 through 6 shall be 225 minutes per week, excluding time when students are not in attendance;
 - 3. Conference time at the secondary level shall be a minimum of five (5) periods per week.
- I. The time before the student day and after student dismissal shall be subject to rotation of duties i.e. bus duty etc.

Article VIII

TEACHER WORK YEAR

- A. Teachers as defined in this Agreement are employed for the school year commencing September 1 and ending June 30 subject to such reduction in time as may result from prior completion of all teacher normal assignments and responsibilities.
- B. Definition of Teacher Work Year - The teacher work year shall include days when pupils are in attendance, orientation days, and any other days on which teacher attendance is required because of emergencies or unusual circumstances. The teacher work year shall not exceed 185 days.
- C. **CALENDAR**
 - 1. The Board agrees to publish the school calendar with the contract.
 - 2. No change in the calendar, once determined, shall be arranged without prior mutual consultation between the Board and the Association. The Board reserves the right to unilateral determination of the calendar if agreement thereon cannot be reached with the Association.

Article IX

PROFESSIONAL GROWTH AND DEVELOPMENT

- A. The Superintendent shall process the Professional Growth and Development applications submitted for approval.
- B. Certain activities of professional employees may be considered as equivalents for academic credits in accordance with the following policies:
 - 1. Activities offered by a professional employee as equivalents for graduate study must have a demonstrated value in the professional improvement of the professional employee. The test of the worth of such activities will be whether or not, through enrichment of the background, knowledge and skills of the professional employee, there can be expected significant improved services from him/or her in his/her responsibilities to this school system.
 - 2. Equivalents may be substituted as professional development credits for placement on the salary guide at the B.A. plus 30 and M.A. plus 30 scales.

3. A maximum of 15 professional development credits may be used toward achieving the B.A. plus 30 and a maximum of 15 professional development credits may be used in achieving the M.A. plus 30 level. Credits used towards B.A. plus 30 may not be used again toward M.A. plus 30.
 4. A maximum of 10 professional development credits may be allowed as equivalents in any one activity as described below in Section C.
 5. A professional employee must apply in writing in advance for approval of the activity for professional development credit. The professional employee must submit appropriate evidence of the completion of an activity to the Superintendent or his/her designee for certification of credits.
 6. No duplication of activities may be allowed. One endeavor may be used in only one area of professional growth as outlined in section C.
 7. Credit will be given for all activities that meet with the approval of the Superintendent within the guidelines set forth in Section C.
- C. Professional Growth Activities which may be approved for equivalency credit:
1. Travel - Educational overseas travel will be evaluated at the rate of one credit per 10 days. Educational travel in Continental North America will be evaluated at the rate of one credit per 20 days of travel.
 2. INSERVICE TRAINING conducted by the Ewing Township School System or by prior approval of the Superintendent where academic credit is not given. Credits granted shall not exceed 3 credits for any one program.
 3. Creative Endeavors - Writing, painting, musical composition, patents, and other endeavors that are acceptable by the Superintendent. Credits granted shall not exceed three (3) credits for any one program and shall not be less than one-half (1/2) credit for any one program.

- D. The Board agrees to reimburse professional employees for one hundred per cent (100%) of the reasonable cost of conferences, workshops, seminars, and courses outside the system which are required by the administration or the Board; however, the provisions of this paragraph shall not apply to costs incurred for required certification credits.
- E. Tuition Reimbursement - Professional employees electing to take courses in State approved institutions or Board approved organizations may receive financial assistance from the Board of Education. Assistance is limited to \$750 per teacher per fiscal school year and fifty percent (50%) of this amount for part-time supplemental teachers per fiscal school year. Prior approval is required by the Board of Education and its decision is not subject to the grievance procedure.

Total funding shall be \$8,250 per contract year (July 1 - June 30), but unused funds shall not accumulate from one contract year to the next contract year.

Article X

TEACHER-ADMINISTRATION LIAISON

- A. The professional employees from each school shall select a liaison committee from each school building which shall meet with the principal and other members of the staff at least once every two months, except when postponed or canceled by mutual agreement, for the duration of the school year to review and discuss building problems and practices, and to play an active advisory role in the revision and development of building policies. Areas for consideration shall include, but not be limited to, such matters as curriculum, textbooks, distribution of materials and supplies, discipline and parental visitation. Said committee shall consist of not more than one (1) member for every ten (10) teachers in the school building, but shall in no event be less than three (3) members.
- B. It is the intent of both parties that these meetings shall take place outside of the regular school hours.

Article XI

LEAVES OF ABSENCE

A. SICK LEAVE

1. All professional employees shall be allowed sick leave with full pay for ten (10) school days in any school year. Unused sick leave days shall be accumulated from year to year with no maximum limit.
2. Any professional employee who exhausts his/her cumulative sick leave and because of his/her particular circumstances, may make request to the Board of Education for consideration of additional sick days and/or differential remuneration between his/her normal salary and that of a substitute teacher. Such judgment by the Board of Education shall be based on the circumstances of each individual case.
3. Up to twenty-five (25) sick leave days which a professional employee has in his/her accumulated sick leave account in other school districts shall be credited to his/her accumulated sick leave account in the Ewing School System after certification from the prior employing school districts. Former Ewing professional employees returning with unused sick leave in the Ewing School System or from other school districts in which they were employed after leaving the Ewing System, shall be credited with up to twenty-five (25) sick leave days for their accumulated sick leave account in the Ewing System.

B. PERSONAL LEAVE

1. Personal leave shall cover brief absences (including absence from professional employee meetings, preschool and otherwise) not chargeable to sick leave, or professional or semiprofessional assignments directly beneficial to the school system. It provides for up to three (3) days' leave at full pay during any one year (no unused days shall be accumulated for use in another year) for any of the following reasons:
 - a. Illness in the immediate family. Immediate family shall be considered: father, mother, brother, sister, spouse, child or any member of the immediate household.

- b. Death of a relative or close friend.
 - c. Recognition of religious holidays.
If personal leave days are exhausted because of observance of religious holidays, the professional employee may apply for additional personal leave due to an emergency.
 - d. Marriage of the professional employee or marriage in the family. Family shall be considered: father, mother, brother, sister, child, nephew, niece, brother-in-law, sister-in-law, father-in-law, and mother-in-law.
 - e. Court Subpoena.
 - f. Personal, legal business, or family matters which cannot be handled outside of school hours.
 - g. Any other emergency or urgent reason not included in (a) to (f) above, if approved by the Superintendent of Schools.
- 2. All requests for personal leave shall be submitted in writing, on the proper form, (in advance, when possible) recommended by the principal and approved by the Superintendent or his/her designee. Requests for such leave on the day preceding or immediately following a vacation period or on inservice days will be honored only in unusual cases.
 - 3. Three (3) additional days' leave shall be granted for Death in the Immediate Family (immediate family is considered the same as sub-section a hereinabove), plus mother-in-law and father-in-law. Said bereavement days are separate and distinct and shall not be charged as either sick leave (Section A) or personal leave (Section B.1) set forth herein.
 - 4. Each professional employee with unused personal leave days under Section B.1 as of June 30th of each school year shall have all such unused days added to his/her accumulated sick leave. Indication will be given annually of any conversion made to the sick leave account.
 - 5. The Board shall grant full pay for a maximum of three (3) snow days to part-time supplemental teachers.

C. TEMPORARY LEAVES OF ABSENCE WITH PAY

1. Teachers desiring to attend a summer institute or course which starts before the closing of school, or continues beyond the time school opens, may apply for not more than five (5) days leave (with pay). Such request is subject to the approval of the Superintendent. This policy does not apply to intersession courses.
2. Applications in the form of a letter of request will be considered in the order that they are received, but no one teacher's request will be honored for more than two (2) consecutive years. The administration reserves the right to limit the number of leaves granted in any one school.
3. Time necessary for professional employees entering temporary active duty of any unit of the U. S. Reserves or the State National Guard not to exceed the legal maximum of ninety (90) days shall be compensated at the regular rate of pay. When the choice is the individual's, the professional employee shall arrange to serve his/her assigned duty at a time other than during the regular professional employee work year.
4. Other leaves of absence may be granted to teachers by the Board for good reasons.

D. SABBATICAL LEAVE

The Board of Education will approve a maximum of three (3) Sabbatical Leaves for a full academic year at one half salary for the qualifying teachers. Leaves may be granted for study and other reasons of value for the educational system.

1. Eligibility: To be eligible for consideration the teacher must:
 - a. Have completed at least seven (7) consecutive years of employment in the district as a full time teacher.
 - b. Have seven (7) consecutive years additional service since his/her last sabbatical leave.
 - c. Submit an application in narrative form explaining mutual benefits to applicant and district, if granted.
 - d. Submit application no later than January 15 of the year preceding requested leave.

- e. Place in writing, as part of the application, a commitment to remain in employ of the district for a minimum of two years following the leave, if approved.
 - f. Give a signed promissory note made payable to the Ewing Township Board of Education for the amount of salary paid during the leave. Should the recipient fail or withdraw from the approved activity or fail to keep the commitment of returning for two years, said note will be payable to the Board of Education within sixty (60) days of termination of activity or enrollment. Exceptions may be made at the discretion of the Board of Education.
2. Selection of Applicant by Board of Education:
- a. Evaluate all applications for those it thinks in its judgment, to be most beneficial to the educational system.
 - b. Notify all applicants of the selection no later than April 15.
 - c. Return the promissory note after the two year obligation has been met.
3. Salary determination for Sabbatical Leaves: Salaries to be as follows:
- a. Persons receiving Sabbatical Leave are not eligible to receive tuition assistance under Article IX.
 - b. Salary paid will be 1/2 of the annual salary that teacher would receive under normal advance on the range - i.e.:

1988-89	BA Step E(5)	-	\$26,480
1989-90	BA Step F(5)	-	\$14,745 ($\frac{1}{2}$)
1990-91	BA Step G(5)	-	\$32,650
 - c. The recipient will advance to the next level upon return from Sabbatical Leave.

E. EXTENDED LEAVES WITHOUT PAY

- 1. Maternity related disability shall be granted as per statutory requirements.
- 2. Maternity leave will be granted without pay to all tenure professional employees upon request, to begin at the discretion of the Superintendent of Schools.

3. Other leaves of absence without pay may be granted by the Board for good reasons.
- F. All absences not covered by A, B, C, D, and E, above, shall be considered unauthorized and a per diem deduction of one two-hundredth of the teacher's annual salary shall be made.
- G. Reimbursement for Unused Sick Leave
 1. Teachers who retire under T.P.A.F. after completing fifteen (15) years in Ewing Township shall receive \$40.00 per day for all unused accumulated sick leave to a maximum of \$6,500.
 2. Part-Time Supplemental Teachers who retire under T.P.A.F. after completing fifteen (15) years in the Ewing Township School District shall receive one half (1/2) their hourly salary for all unused accumulated sick leave to a maximum of \$2,500.

Article XII

INSURANCE PROTECTION

- A. The Board shall provide health care insurance protection consisting of the New Jersey State Health Benefits Program to those professional employees whose employment is the required twenty (20) hours or more per week. For eligible professional employees enrolled in the various available insurance plans, the Board shall pay the full premium.
- B. In addition the Board shall offer teachers a \$3.00 co-pay Prescription Drug Plan with a company selected by the Board.
- C. All insurance benefits shall be provided by the Board at the prevailing rate.
- D. In no case will a person receive double coverage under any available insurance plan.
- E. For each teacher who terminates employment with the Board of Education, the Board of Education shall make payments of the insurance premiums for the State Health Plan for two (2) full months beyond the termination date. Teachers retiring in 1988-1989 school year and thereafter may buy into the Prescription and Dental Plans at the group rate with the teacher paying the premium costs in advance on the same payment schedule as the Board. The above is subject to the approval of the insurance carriers.

Exception to two months coverage after termination: Eligible professional employees who terminate employment during July or August will receive coverage until August 31st only. New eligible professional employees will be covered in accordance with existing regulations of the New Jersey State Health Benefits Program, the prescription drug program and the dental service program.

- F. The Board shall provide the Delta Dental Plan of N.J., Inc. or its equivalent covering the teacher and his/her family dependents.

Ortho II Family Plan orthodontic benefits for both adults and children (children covered to age 19, student-child covered to age 23) shall be included in the present Delta Dental, Inc.

The Board will provide full payment for this plan for the life of this Agreement.

Article XIII

SALARIES

- A. 1. The Salaries of all teachers covered by this Agreement are set forth in Schedule A which is attached hereto and made a part hereof. Teachers employed on a ten (10) month basis shall be paid in twenty-two (22) installments with pay checks issued on alternate Fridays according to a schedule agreed upon by the Board and the Association.
2. Part-time supplemental teachers shall be paid as follows:

	1988-89	1989-90	1990-91
Starting Level:	\$14.63/hr.	\$15.95/hr.	\$17.39/hr.
*Experienced:	\$15.73/hr.	\$17.15/hr.	\$18.69/hr.

*If employed prior to February 15 of the previous school year.

- B. Teachers may individually elect to have a percentage of their biweekly gross salary deducted from their pay. Monies deducted will be deposited in the teacher's name with the Mercer County Teachers Federal Credit Union according to acceptable rules and procedures. This procedure is intended solely as a convenience for the teacher and implies no liability for the Board or the Association beyond the proper performance of the deduction.

- C. 1. In determining a new teacher's position on the salary schedule, no credit will be allowed for less than a full year's experience, but any teacher starting work in the Ewing Township Schools prior to February 15, and completing that year, will receive a full year's credit on the salary schedule when reemployed.
2. A teacher who has been awarded an advanced degree, or who has completed the 30 credits required for a higher classification, shall be moved to his/or her new position on the salary schedule as soon as s/he has provided official certification attesting this. If the diploma or the official transcript is presented to the Superintendent of Schools within one month after the date of the awarding of the degree or the completion of the course work in question, the salary increase prescribed will be made retroactive to that date.
3. Teachers who have attained their Master's degree will receive credit for undergraduate courses while working towards the M.A. + 30 column with prior approval of the Superintendent of Schools
4. Increments in accordance with the amounts specified in the schedule shall not be granted without a record of satisfactory service certified by the Superintendent of Schools.
5. On rare occasions a teacher whose prior training and experience do not follow traditional academic lines and whose duties may be of a special nature may be given credit for one or more years of experience applicable to the position at the time of employment or after s/he has proven his value to the school system. Arrangements of this kind will be made upon the recommendation of the Superintendent and the approval of the Board of Education.
- D. Compensation and work schedules for Designated Extracurricular assignments and certain specified positions are listed in Schedules B and C which are attached hereto and made a part hereof.
- E. When a teacher does not complete his/or her contract, the contract pay will be reduced by 1/200 for each teaching day remaining in the contract year. A Contract year is 10 months - September 1st to June 30th, 20 teaching days per month.

Article XIV

VACANCIES, PROMOTIONS, AND TRANSFERS

A. POSTING OF VACANCIES

1. Bargaining Unit Vacancies -- Notice of a vacancy in the system in positions included in paragraph A of Schedule C will be given by the Superintendent to the Association. Such notice will set forth pertinent information about the position, if deemed necessary by the Superintendent, and will indicate the closing date for receiving applications from professional employees within the school system.
2. Nonbargaining Unit Vacancies -- Professional employees who have the required certification for an administrative position within the school system may file a written application with the Superintendent.
3. The Superintendent shall consider all applications.
4. The Board reserves the right to appoint or retain whom it will to any position.

B. TRANSFERS AND REASSIGNMENTS

1. Voluntary
 - a. Professional employees who desire transfer or reassignment for the next school year may file a written statement of such desire with the Superintendent. Such statement shall specify the position in which the professional employee is interested and shall constitute a commitment that he/she will accept the position if it is offered to him/her.
 - b. No later than April 30th of each school year, the Superintendent shall cause to be posted in each school building a list of the known vacancies for the following school year. Any professional employee who wishes to apply for a specific position on this list may do so.
 - c. The Superintendent shall consider all requests for transfer or reassignment from members of the staff as well as applications from others outside the school system.
 - d. The Board reserves the right to appoint or retain whom it will to any position.

2. Involuntary

Involuntary transfers and reassignments shall be subject to the provisions of the grievance procedure; however, the decision of the Board shall be final and binding.

Article XV

PROFESSIONAL EMPLOYEE EVALUATION

1. It is understood by both parties to this Agreement that this evaluation is the judgment by the Board and/or its authorized agents of the total professional performance of a professional employee.
2. Both parties to this Agreement understand that the purpose of formal observations is to assist and constructively develop professional employee ability and/or performance.
3. Both parties to this Agreement understand that formal observations are but one portion of the overall evaluation of a professional employee's work performance.
4. Formal observations shall only be conducted by those administrators employed by the district who are appropriately certified for such purpose.
5. There will be at least three (3) formal evaluations for all nontenure professional employees as required by law. All tenure professional employees will receive at least one (1) formal evaluation before June 1.
6. There will be a conference between the professional employee and the observer as prescribed by law.
7. Each professional employee shall be provided a copy of each formal observation report and be provided the opportunity to sign and make comments thereon; affixed signatures shall attest that both parties have read the report.
8. Any professional employee not satisfied with an observation report after discussion with the observer may appeal and be granted a hearing or an additional observation by the Superintendent or his/her designee, who will be someone other than the original observer.

9. The instrument to be used for the purpose of reporting formal observations shall become an addendum to this Agreement.
10. A copy of any document(s) of evaluation or discipline shall be provided a professional employee at the time such document(s) is/are incorporated in his/her personnel file. Material not placed in a professional employee's file may not be used against him/her in any disciplinary action.

Article XVI

MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement or any application of this Agreement to any professional employee or group of professional employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. Any individual contract between the Board and an individual professional employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- C. The Board and the Association hereby agree that in the application and administration of the Agreement they will observe the State law regarding nondiscrimination on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.
- D. The Board hereby agrees to support its professional employees in the performance of their duties subject to accepted standards of professional, ethical and statutory educational responsibility. This support includes protection from unjustifiable personal attacks.
- E. **PROFESSIONAL EMPLOYEE-STUDENT DISCIPLINE**

When in the professional employee's judgment a student is disruptive or in need of assistance, the student may be referred to the principal, vice principal, or designated representative. Further action shall be determined by the principal or vice principal.

F. The Board of Association shall take no reprisals against any member of the Association by reason of said member's participation or lack thereof, in any lawful activity of the Association.

G. Reporting Assaults

1. Professional employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate superior.
2. Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the professional employee for information in the possession of the Superintendent relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the professional employee, police and the courts.

Addendum: As cited in Title 18A.R.S. 18A:16-6 and R.S. 18A:16-6.1.

H. Both parties agree that the assignment of a regular professional employee as a substitute is not a desirable practice. Substitutes assigned to a building should be used when free.

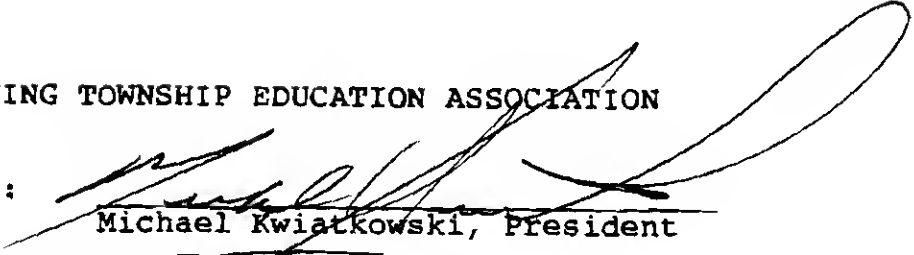
The administration should be prudent and fair as scheduling permits in seeking volunteers and make these assignments. Professional employees are entitled to advance notice when circumstances permit.

Article XVII

DURATION OF AGREEMENT

July 1, 1988 to June 30, 1991

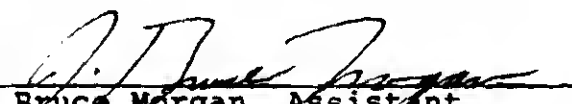
EWING TOWNSHIP EDUCATION ASSOCIATION

By: 
Michael Kwiatkowski, President

Attest: 
Robert Prive, Past President

THE BOARD OF EDUCATION OF THE TOWNSHIP
OF EWING IN THE COUNTY OF MERCER

By: 
Charles Rudnick, President

Attest: 
J. Bruce Morgan, Assistant
Superintendent for Business/
Board Secretary


Fredricka McNeal-Billups, Past President

EWING TOWNSHIP SCHOOL DISTRICT

SCHEDULE A (1)

Salary Guide
1988-1989

<u>1987-88 Level</u>	<u>1988-89 Level</u>	<u>BA Salary</u>	<u>BA+30 Salary</u>	<u>MA Salary</u>	<u>MA+30 Salary</u>
1	A (1)	23,380	22,180	23,180	23,980
2	B (2)	22,430	23,230	24,230	25,030
3	C (3)	23,630	24,430	25,430	26,230
4	D (4)	24,980	25,780	26,780	27,580
5	E (5)	26,480	27,280	28,280	29,280
6	F (6)	28,130	28,930	29,930	30,730
7	G (7)	29,980	30,780	31,780	32,540
8	H (8)	31,980	32,780	33,780	34,580
9	I (9)	35,390	36,190	37,190	37,990
SM	J (SM)	37,830	38,630	39,630	40,430

Doctorate - \$800 above M.A.+30

EWING TOWNSHIP SCHOOL DISTRICT

SCHEDULE A (2)

**Salary Guide
1989-1990**

<u>1988-89 Level</u>	<u>1989-90 Level</u>	<u>BA Salary</u>	<u>BA+30 Salary</u>	<u>MA Salary</u>	<u>MA+30 Salary</u>
A	B (1)	24,280	25,130	26,280	27,130
B	C (2)	25,280	26,130	27,280	28,130
C	D (3)	26,490	27,340	28,490	29,340
D	E (4)	27,970	28,820	29,970	30,820
E	F (5)	29,490	30,340	31,490	32,340
F	G (6)	31,340	32,190	33,340	34,190
G	H (7)	33,390	34,240	35,390	36,240
H	I (8)	35,640	36,490	37,640	38,490
I	J (9)	38,080	38,930	40,080	40,930
J	K (SM)	40,610	41,460	42,610	43,460

Doctorate - \$800 above M.A.+30

EWING TOWNSHIP SCHOOL DISTRICT

SCHEDULE A (3)

**Salary Guide
1990-1991**

<u>1989-90 Level</u>	<u>1990-91 Level</u>	<u>BA Salary</u>	<u>BA+30 Salary</u>	<u>MA Salary</u>	<u>MA+30 Salary</u>
B	C (1)	26,450	27,300	28,450	29,300
C	D (2)	27,700	28,550	29,700	30,550
D	E (3)	29,150	30,000	31,150	32,000
E	F (4)	30,800	31,650	32,800	33,650
F	G (5)	32,650	33,500	34,650	35,500
G	H (6)	34,660	35,510	36,660	37,510
H	I (7)	36,810	37,660	38,810	39,660
I	J (8)	39,110	39,960	41,110	41,960
J	K (9)	41,560	42,410	43,560	44,410
K	L (SM)	44,150	45,000	46,150	47,000

Doctorate - \$800 above MA+30

SCHEDULE B
DESIGNATED
EXTRACURRICULAR ASSIGNMENTS

A. Criteria for Selection of Assignments:

1. Significant service involving both added responsibility and time which goes beyond that which is required of all professional employees (hours after the normal school day on Saturdays, and during vacation periods).
2. The kind of activities considered desirable for elementary, junior high and senior high school students -
- the purpose of the activity and emphasis to be given when scheduled.
3. Administrative assignment to the activity.

B. Specific Agreements and Understandings:

1. Whenever additional remuneration is provided for designated extracurricular assignments, released time will not be provided for the sponsor.
2. Designated extracurricular assignments will be reviewed annually. Although the plan makes provision for specific assignments, all of the assignments will not necessarily be made. Additions or deletions may be made to the list, and the stipulated remuneration provided may be increased or decreased by mutual agreement of the Association and the Board.
3. Contracts for the succeeding year will be issued for specific assignments, prior to the close of the school year except in cases where a suitable placement has not been determined.
4. Tenure will not be granted for any of the assignments, and the added payment will not be part of the basic contractual salary.
5. There will be no restrictions as to the number of assignments one individual may sponsor.

When there are obvious conflicts, the assignment will not be made.

6. If a professional employee is assigned to sponsor an activity, he/she will be paid at the approved rate regardless of other extra assignments within the district.
7. Unsatisfactory performance in a given assignment will be noted by the administration, and the professional employee involved will be so informed.
8. Additional activities will be added to this list of paid extracurricular activities by mutual agreement between the Association and the Board. No additional activities will be added to this list without advanced written approval from the Board.
9. The figures in the factor column are % figures having as their base \$21,000. Dollar figures resulting from the application of the formula will be rounded out to the nearest whole \$10.00 figure.
10. The factors appearing in the extra pay scale are based on the document for evaluating extracurricular activities, dated May, 1967, revised September 12, 1983.
11. Anyone under Schedule B involved in post-season competition will receive an additional 10% increase on their factor.

Extra Pay for Extra Work

<u>ACTIVITY</u>	<u>POSITION</u>	<u>FACTOR</u>	<u>AMOUNT</u>
<u>Ewing High School</u>			
Baseball	Asst. Coach	08	\$1,680
Baseball	Asst. Coach	10	2,100
Baseball	Coach	15	3,150
Basketball (B)	Coach	20	4,200
Basketball (B)	Asst. Coach	13	2,730
Basketball (G)	Asst. Coach	13	2,730
Basketball (G)	Coach	20	4,200
Bowling	Coach	09	1,890
Boys Ensemble	Director	05	1,050
Cheerleaders	Coach	13	2,730
Cheerleaders	Coach	13	2,730
Cheerleaders (Fall/ Winter)	Asst. Coach	08	1,680
Chess Team	Coach	02	420
Class, Junior	Advisor	05	1,050
Class, Junior	Advisor	05	1,050
Class, Senior	Advisor	07	1,470
Class, Senior	Advisor	07	1,470
Class, Sophomore	Advisor	03	630
Class, Sophomore	Advisor	03	630
College Bowl	Advisor	02	420
College Bowl	Advisor	02	420

<u>ACTIVITY</u>	<u>POSITION</u>	<u>FACTOR</u>	<u>AMOUNT</u>
<u>Ewing High School</u> - continued			
Computer Club	Co-Advisor	04	840
Computer Club	Co-Advisor	04	840
Cross Country	Coach	11	2,310
Dance Club	Advisor	04	840
Dramatics	Director	05	1,050
Drill Team	Advisor	09	1,890
Field Hockey (G)	Asst. Coach	09	1,890
Field Hockey (G)	Coach	13	2,730
Football	Asst. Coach	11	2,310
Football	Asst. Coach	11	2,310
Football	Asst. Coach	11	2,310
Football	Asst. Head Coach	14	2,940
Football	Coach	21	4,410
Forensic	Coach	05	1,050
Frescoes	Advisor	02	420
Frescoes	Advisor	02	420
Girls Ensemble	Director	05	1,050
Golf	Coach	08	1,680
Gospel Choir	Director	05	1,050
Intramurals Boys/Girls	Advisor	04	840
Gym Club, Girls	Asst. Advisor	02	420
Gymnastics (G)	Asst. Coach	10	2,100
Gymnastics (G)	Coach	13	2,730
Handbell Choir	Director	05	1,050

<u>ACTIVITY</u>	<u>POSITION</u>	<u>FACTOR</u>	<u>AMOUNT</u>
<u>Ewing High School</u> - continued			
Ice Hockey	Asst. Coach	10	\$2,100
Ice Hockey	Coach	13	2,730
Intramurals (B)	Director	03	630
Jazz Choir	Director	05	1,050
Key Club	Advisor	02	420
Marching Band	Asst. Director	09	1,890
Marching Band	Director	13	2,730
Math Club	Advisor	04	840
Mock Trial	Advisor	02	420
Mock Trial	Advisor	02	420
National Honor Society	Advisor	05	1,050
Newspaper	Co-Advisor	08	1,680
Newspaper	Co-Advisor	08	1,680
Olympics of the Mind	Asst. Coach	02	420
Olympics of the Mind	Asst. Coach	02	420
Olympics of the Mind	Coach	04	840
Soccer (B)	Asst. Coach	11	2,310
Soccer (B)	Coach	14	2,940
Soccer (G)	Asst. Coach	11	2,310
Soccer (G)	Coach	14	2,940
Softball (G)	Asst. Coach	10	2,100
Softball (G)	Coach	15	3,150
Spanish-French Club	Advisor	02	420

<u>ACTIVITY</u>	<u>POSITION</u>	<u>FACTOR</u>	<u>AMOUNT</u>
<u>Ewing High School</u> - continued			
Special Olympics	Asst. Coach	10	2,100
Special Olympics	Coach	12	2,520
Student Council	Advisor	07	\$1,470
Tennis (B)	Coach	10	2,100
Tennis (G)	Coach	10	2,100
Track (B)	Coach	15	3,150
Track (B)	Asst. Coach	10	2,100
Track (B)	Asst. Coach	10	2,100
Track (G)	Coach	15	3,150
Track (G)	Asst. Coach	10	2,100
Track (G)	Asst. Coach	10	2,100
Track, Winter	Asst. Coach	08	1,680
Track, Winter	Coach	10	2,100
World Affairs Council	Advisor	04	840
Wrestling	Asst. Coach	11	2,310
Wrestling	Coach	16	3,360
Yearbook	Advisor	10	2,100
Yearbook	Asst. Advisor	05	1,050

<u>ACTIVITY</u>	<u>POSITION</u>	<u>Factor</u>	<u>AMOUNT</u>
<u>Fisher Jr. High School</u>			
Art	Advisor	02	420
AVA	Coordinator	04	840
Baseball	Coach	09	1,890
Baseball 7th & 8th	Coach	06	1,260
Basketball (B)	Coach	10	2,100
Basketball (G)	Coach	10	2,100
Basketball (B) 7th & 8th	Coach	06	1,260
Basketball (G) 7th & 8th	Coach	06	1,260
Booster Club	Advisor	02	420
Canteen	Advisor	02	420
Cheerleaders	Coach	08	1,680
Computer Club	Co-Advisor	04	840
Computer Club	Co-Advisor	04	840
Cross Country	Coach	06	1,260
Cross Country 7th & 8th Co-Ed	Coach	06	1,260
Drama Club	Advisor	02	420
Field Hockey (G)	Coach	08	1,680
Field Hockey (G) 7th & 8th	Coach	06	1,260
Football	Asst. Coach	09	1,890
Football	Asst. Coach	09	1,890
Football	Coach	11	2,310
French Club	Advisor	02	420
Gospel Choir	Director	03	630

<u>ACTIVITY</u>	<u>POSITION</u>	<u>FACTOR</u>	<u>AMOUNT</u>
<u>Fisher Jr. High School</u> - continued			
Great Books	Advisor	02	420
Gymnastics	Coach	07	1,470
Gymnastics	Asst. Coach	06	1,260
Intramurals (B)	Director	04	840
Intramurals (G)	Director	04	840
Jr. Achievement Gr. 9	Advisor	04	840
Leather Club	Advisor	02	420
Newspaper	Advisor	05	1,050
Reading Lab Club	Advisor	02	420
Reading Lab Club	Advisor	02	420
Rogate 7th Grade	Mentor	04	840
Rogate 8th Grade	Mentor	04	840
School Productions	Director	03	630
Science Club	Advisor	02	420
Soccer	Coach	08	1,680
Soccer 7th & 8th (B)	Coach	06	1,260
Soccer 7th & 8th (G)	Coach	06	1,260
Softball (G)	Coach	09	1,890
Softball 7th & 8th	Coach	06	1,260
Spanish Club	Advisor	02	420
Student Council	Advisor	04	840
Track	Asst. Coach	06	1,260
Track	Asst. Coach	06	1,260
Track 7th & 8th Co-Ed	Coach	06	1,260
Track	Coach	09	1,890

<u>ACTIVITY</u>	<u>POSITION</u>	<u>FACTOR</u>	<u>AMOUNT</u>
<u>Fisher Jr. High School</u> - continued			
Wrestling	Asst. Coach	06	1,260
Wrestling	Coach	08	1,680
Yearbook	Advisor	04	840

<u>ACTIVITY</u>	<u>POSITION</u>	<u>FACTOR</u>	<u>AMOUNT</u>
<u>Elementary Positions</u>			
Odyssey of the Mind	Judge(s)	01	\$ 210
Odyssey of the Mind	Coach	04	840
Antheil School Patrol	Supervisor	02	420
Lanning School Patrol	Supervisor	02	420
Lore School Patrol	Supervisor	02	420
Parkway School Patrol	Supervisor	02	420
Patrol	Supervisor	02	420
Patrol	Supervisor	02	420

SCHEDULE C

ADDITIONAL COMPENSATION FOR SPECIFIED POSITIONS

A. Positions Included:

Coordinators of Work Experience Programs
Consultants
Guidance Counselors
Nurse Coordinator
School Librarian(s)

B. Work Schedule:

1. Office hours for consultants, work coordinators and guidance counselors will be the same as those observed by personnel in the main office of the building in which the individual works.

When the responsibilities of the position require attendance at evening meetings or weekend conferences, consultants, work coordinators and guidance counselors will have the authority to adjust their after school hours for the days in question. This compensatory time will be determined by the mutual agreement of the individual and the building principal.

2. Additional time beyond that indicated will be required to carry out responsibilities recognized by both parties.
3. The schedule does not include work on holidays or during school vacations during the school year unless required by specific job responsibilities recognized by both parties.

C. Employment Period and Additional Compensation:

Position	Employment Period ¹	Additional Compensation ²
Coordinators of Work Experience Programs	(Sept. 1-Close of School year)	.05
Guidance Counselors	(Sept. 1-June 30)	.07
Consultants ³	(Sept. 1-Close of School year)	.05
Nurse Coordinator	(Sept.1-Close of School Year)	.05 of the base salary on the Teachers Guide
School Librarian(s) ³	10 add. days after the close of school year, if required.	.02

NOTE: Compensation for the employment of the counselors at the high school during July or August will be made at the rate of .1 of the Annual contractual salary for the school year beginning in September.

D. The continuance of this plan will be dependent upon annual review and approval by the Board of Education.

¹ The employment period will be that which is designated unless the Board of Education agrees to some other arrangement for a specific year with the individual or individuals involved.

² Additional Compensation

a. Expressed as percentage of current salary guide figure for individual's position on guide.

b. Part of basic contractual salary for guidance personnel, and coordinators of work experience programs funded largely with federal money.

c. Not part of basic contractual salary for consultants, coordinators of work experience programs not funded by federal money, and other positions listed in Schedule C other than those listed in footnote 2b above. For these positions, the additional compensation will be paid in two installments on January 30 and June 30.

d. Those included in this plan will not be eligible to receive additional remuneration under the extra pay plan for designated extracurricular activities.

- ³ Before February 28 (or some other mutually acceptable date), each consultant and librarian(s) shall confer with the Superintendent of Schools and jointly agree to the termination of the employment period for that school year - i.e., close of school year or ten (10) additional days mutually acceptable to both parties. The decision will be based on the requirements of the situation as recognized by both parties.

EVING TOWNSHIP PUBLIC SCHOOLS TEACHER OBSERVATION

Teacher _____ School _____
 Date _____ Time _____
 Subject Area - Grade - Academic Level _____
OBSERVER'S COMMENTS

Observed	Not Observed	Does Not Apply
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

A. PLANNING

1. Prepares for class/lesson instruction
2. Provides activities appropriate to the class

Comments:

B. CLASSROOM CLIMATE/ENVIRONMENT

1. Promotes courtesy and rapport - teacher to student, student to teacher, student to student
2. Encourages active participation
3. Maintains an instructional setting conducive to safe and effective learning
4. Establishes an atmosphere in the classroom that allows students to feel worthwhile

Comments:

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

C. CLASSROOM MANAGEMENT

1. Makes effective use of class time
2. Maintains discipline that is consistent, caring, fair, and firm
3. Provides for individual differences

Comments:

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

D. INSTRUCTIONAL STRATEGIES

1. Exhibits knowledge of subject area
2. Uses appropriate questioning techniques
3. Provides clear and concise directions
4. Promotes desirable work habits and skills
5. Utilizes appropriate instructional materials
6. Presents lesson in an organized manner
7. Monitors pupil progress

Comments:

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

TEACHER'S COMMENTS

Teacher's Signature _____ Observer's Signature _____
 Date _____ Date _____

* "Not observed" does not necessarily mean a negative observation (See comment area). Approved: August 29, 1988

**SIDEBAR AGREEMENT WITH THE EWING TOWNSHIP EDUCATION ASSOCIATION
AND THE EWING TOWNSHIP BOARD OF EDUCATION**

ADDENDUM

The Board of Education and the Ewing Township Education Association recognize that activities listed under Schedule B, Designated Extracurricular Assignments are positions that exist for the benefit of students.

The Board of Education determines that it retains the right to appoint members of the Ewing Township Education Association to these positions whether the appointee has volunteered or has been selected by the Administration to perform the activity.

However, the Board of Education and the Association have become aware that the number of activities requiring supervision has increased significantly during recent years. This, coupled with declining enrollments, has lessened the pool of Association members that would normally volunteer to supervise these activities.

In an attempt to prevent an inconvenience to Ewing Township Education Association Members, the Board of Education is willing to extend eligibility to supervise Schedule B activities to non-unit members under the following conditions:

1. The period of search to secure a qualified appointee shall be limited to ten (10) school days. Association members may assist in the search.
2. The appointee must meet the State requirements for appropriate certification and the approval of the County Superintendent of Schools.
3. The Board of Education reserves the exclusive right of selection and appointment.
4. If a qualified non-unit person cannot be found in the time frame specified, the assignment will be given to a unit member chosen by the Administration.

LETTER OF AGREEMENT

1. The Ewing Township Board of Education shall have the unilateral prerogative for the initial placement of new professional employees within the salary range.
2. The Board of Education and the Association agree that no increment shall be paid until a successor agreement is signed, even if that date is beyond the expiration date of the collective bargaining agreement.
3. The agreement to paragraph 2 above shall not preclude the parties from agreeing in the successor agreement to the advancement of persons on the negotiated salary guide.

TO: Mr. Dennis Schmidt, Director of Personnel
FROM: Michael C. Kwiatkowski III, ETEA President
SUBJ: Commentary on October 10 Meeting
DATE: October 15, 1990

As per our phone conversation today, the following is the ETEA understanding as to what was agreed upon on October 10, 1990:

- I. The ETEA agrees with the new Schedule B positions as follows:

<u>ACTIVITY</u>	<u>FACTOR</u>
Spanish Club	3
French Club	3
Environmental Club	3
FBLA	7
Musical Production:	
Artistic Director	14
Musical Director	14
Stage Manager	5

NOT Approved
by BOE
OBS

The ETEA also agrees that the individuals seeking appointment to these positions must follow the standard application procedure as outlined by your department.

- II. The ETEA approves of the Section F amendment to Article XIII.

- III. The Section G amendment was never discussed and cannot be placed in the contract. This was a SPECIFIC case; the discussion was based on a method of payment to a teacher who was assigned duties in violation of the contract.

Shelly Deardon was assigned an extra teaching period for 13 days, and is to be compensated for those days at the rate of \$18.69 per day. This IN NO WAY is to be considered a past practice. This is an isolated case concerning compensation for an administrative error.

Our next meeting concerning the above matters is Wednesday Oct. 17.

Michael C. Kwiatkowski III
President

10-16-90

Roger Remer
Negot. Chr.

10-16-90

**AMENDMENT TO ARTICLE XIII
SALARIES**

Section F

"On days when mandatory, after school meetings are called by the administration, teachers who are assigned to teach "Early Bird Classes" shall be compensated at the "Experienced" BSIP/Summer Inservice rate of \$18.69 for the period of "quid pro quo release time" which is lost as a result of said meetings.

